



## Finance

Purchasing Division  
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Wilmington, NC 28402-1810

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wilmingtonnc.gov  
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April 20, 2012

## NOTICE

*Upon receiving this proposal by internet, email [boyce.steiner@wilmingtonnc.gov](mailto:boyce.steiner@wilmingtonnc.gov) to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.*

### RE: JANITORIAL SERVICES – RECREATION CENTERS

Halyburton Park Events Center, Fit for Fun Center, Boxing and Fitness Center,  
Martin Luther King Center, Maides Park Center  
Request for Proposal (RFP) **S12-0712**

Dear Sir or Madam:

This Request for Proposal (RFP) will provide your firm with sufficient information to enable you to prepare and submit a proposal for janitorial services in five City recreation facilities.

- Martin Luther King Center - 401 S 8th Street
- Boxing and Fitness Center – 302 S. 10<sup>th</sup> Street
- Fit for Fun Center - 302 S. 10<sup>th</sup> Street
- Maides Park Center – 1101 Manley Ave.
- Halyburton Park Events Center – 4099 S. 17th Street

The specific requirements and number of days to be serviced are described in more detail in the scope of work

Award of the contract will be to the lowest responsible bidder. Consideration will be given to the bidder's experience, capacity and capability to perform the required services, references and responses to the questions in the Bid section. Award may be made to a bidder other than the low bidder if it is in the best interest of the City.

A Pre-Bid Conference will begin at 9:00 am on Wednesday, April 25, 2012 at the MLK Center - 401 S 8th Street, Wilmington, NC 28402. There will be a briefing summarizing the solicitation and a question and answer period.

Immediately following this briefing, there will be a site visit/walk-through of the five facilities covered by this contract: {1} Martin Luther King Center; {2} Boxing and Fitness Center; {3} Fit for Fun Center; {4} Maides Park Center; and {5} Halyburton Park Events Center. The tours through the five facilities will be conducted in the order stated. The City will not provide transportation or special parking. Visitors are responsible for their own transportation.

Your proposal must include all information requested on the Proposal Sheets in order to be considered. Proposals must be sealed and received by the Purchasing Manager, P. O. Box 1810, 305 Chestnut Street, 5th Floor, Wilmington, NC 28402 no later than 4:00 p.m., May 18, 2012 in order for it to be considered for award.

Questions concerning the scope of work should be directed to Travis Adams on 910-341-0064 e-mail to: [Travis.Adams@wilmingtonnc.gov](mailto:Travis.Adams@wilmingtonnc.gov).

Questions concerning the contract terms and conditions should be addressed to my office. I hope to receive your offer for this work.

Sincerely,

Daryle L. Parker  
Purchasing Manager

cc: Richard King, Director of Public Services  
Donald McLamb, Facilities Manager, Buildings Management Section  
Travis Adams, Recreation Manager

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**GENERAL SPECIFICATIONS  
&  
INSTRUCTIONS TO BIDDERS  
JANITORIAL SERVICES – RECREATION CENTERS  
RFP S12-0712**

**This part provides you with the guidance needed in order to submit a bid.  
This Part will be integrated into the final contract upon award.**

1. Scope

It is the intent of this bid invitation to obtain proposals for supplying the services listed in the Contract for Services section. Submit your bid on the enclosed Bid Sheets and return the entire package to the Buyer, City of Wilmington, Post Office Box 1810, Wilmington, North Carolina 28402 no later than the time specified on the Bid Invitation cover.

2. Marking of Bid Envelopes

Paper copies of bids must be contained in a sealed envelope, plainly marked, showing the bid name, bid number, date, time for closing of bids and the bidder's name.

3. Late Bids Not Considered

Bids received after the stipulated bid opening date and time will not be considered.

4. Compliance With Specifications

Your bid must be in strict compliance with the specifications and offer the same or equal equipment. Exceptions are to be listed separately in a letter which will become a part of your proposal, otherwise it is fully understood that the equipment offered is exactly as specified. The City of Wilmington reserves the right to allow or disallow minor deviations from the specifications in order to purchase what is best for the City from a standpoint of quality, price and service to be rendered.

5. Bid Price Corrections

All prices and notations shall be written in ink or typed. Changes or corrections made on the bid form must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

6. Withdrawal of Bids

Bids may be withdrawn at any time prior to the time specified for the bid opening upon written or personal request of the bidder. No bid may be withdrawn for a period of thirty (30) days after the scheduled bid opening time and date. Negligence on the part of the bidder shall not constitute a right to withdraw the bid subsequent to such bid opening.

7. Alternate Bids

Bids submitted as alternate which do not meet or exceed the minimum specifications shall be rejected except that minor deviations may be acceptable. The City shall be the sole judge of what is considered a minor deviation.

8. Rejection of Bids

The City reserves the right to reject any and all bids.

9. Award

(a) Award shall be made to the lowest responsible bidder taking into consideration quality, performance, and time of delivery.

(b) A committee will review the proposals and select the firm whose offer represents the best value to the City in terms of cost and quality. After the most qualified firm is determined by the City, the staff may enter into negotiations to better define the final scope of work. If for any reason, the City and the selected firm cannot finalize an agreement, the City will enter into negotiations with the firm that provides the next best value.

(c) The CITY reserves the right to award this contract in the manner which the City determines to be in its best interest. The Purchasing Division shall be the sole judge as to whether a particular item offered qualifies as an "equal" and its decision shall be final.

10. Addendums

The City of Wilmington shall not be responsible for any oral instructions made by its employees or officers of the City in regards to the bidding instructions, drawings, specifications or contract documents. Any changes to the specifications will be in the form of an Addendum which will be mailed to all bidders who are listed with the Purchasing Division as having received the invitation or any other bidder who requests an Addendum.

11. Responsibility for Compliance With Legal Requirements

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in this invitation.

12. Taxes

The City of Wilmington is exempt from and will not pay federal taxes. An exemption certificate will be furnished upon request. North Carolina and local sales tax shall be shown as a separate item. Sales tax will not be a consideration in the award.

13. Terms and Conditions

- (a) Payment will be made within 30 days after receipt of an approved invoice.
- (b) Any company submitting a "No Bid" in response to a bid invitation should clearly mark the outside of the envelope.
- (c) Terms and Conditions attached to the bid by the bidder and made a condition of purchase may render the bid non-responsive and may be rejected by the City of Wilmington.
- (d) Terms and Conditions included herein are an integral part of the bid document and shall prevail unless changes or attachments are agreed to and initialed by the City of Wilmington prior to the bid opening.

14. Product Samples For Testing.

The Contractor shall furnish a sample of any product requested by the City to be tested.

COUNTY OF NEW HANOVER

**CONTRACT FOR SERVICES BETWEEN  
THE CITY OF WILMINGTON, NORTH CAROLINA  
AND**

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THIS MULTI-YEAR CONTRACT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF WILMINGTON, NORTH CAROLINA, a municipal corporation organized under the laws of the State of North Carolina (hereinafter called "CITY"), and \_\_\_\_\_, (a corporation organized under the laws of the State of \_\_\_\_\_, having its principal place of office in \_\_\_\_\_) (a resident of \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_) (hereinafter called "CONTRACTOR").

**W I T N E S S E T H:**

1. **Purpose of Contract**

The CITY hereby agrees to purchase the services listed below from the CONTRACTOR, from the date of award through June 30, 2014, and CONTRACTOR agrees to provide the items so listed to CITY as ordered during the said period in accordance with the provisions of this contract. CONTRACTOR'S proposal together with the general specifications and proposal sheets outlined in the bid invitation, and all other portions of the bid invitation are considered part of this contract and are incorporated into this contract.

2. **Scope of Service:** This agreement covers the minimum requirements for janitorial services for the City of Wilmington's Recreation Center facilities: Halyburton Park Events Center, Fit for Fun Center, Boxing and Fitness Center, Martin Luther King Center, and Maides Park Center.

**{A} Service to be performed every day [i.e., visit]**

(a) Wastebaskets: Empty and wash as necessary; replace liners; place trash in containers provided by the City on the outside of buildings. Recycling bins are not to be emptied by the Contractor.

(b) Uncarpeted Floors (other than in restroom and lunchroom): Pick up litter and debris; dust mop with chemically treated dust mop; damp mop as needed to remove spills and stains.

(c) Carpeted Floors: Pick up litter and debris, including all staples and paper clips; vacuum to remove surface dirt; spot clean, as needed, to remove spills and stains.

- (d) Stairs: Clean treads, as above, paying particular attention to corners.
- (e) Glass Doors/Entry Ways: Wipe free of fingerprints and other marring residues, as needed
- (f) Restroom Floors and Lunchroom Floors: Scrub and wet mop with disinfectant detergent
- (g) Restroom Fixtures: Wash inside and outside of toilet bowls, urinals and lavatories with disinfectant detergent; wash toilet seat with disinfectant detergent and wipe free of all water with a dry cloth; leave toilet seats in a raised position; clean and polish mirrors and chrome fixtures.
- (h) Floor Drains: Scrub and flush with disinfectant detergent solution
- (i) Restroom Supplies: Check and replace, as needed, all restroom supplies, including paper towels, toilet tissue, soap, deodorant, trash can liners (supplies to be furnished by the City).
- (j) Water Fountains: Clean and polish water fountains
- (k) Vending Machines: Clean top, sides and glass.
- (l) Exterior Porches, Landing, Steps and Walkways: Pick up litter and debris; sweep as necessary; wash, if needed, to remove droppings, stains or spills. Vacuum entrance mats/rugs; wash as needed.
- (m) Ashtrays: Sift sand or empty to remove butts and ashes, wash receptacle and replace sand as needed. Empty Smoker's urns as needed
- (n) Lights: Leave lights on or off, as directed; notify Facilities Manager if any fixtures, which should be left on, are not operating properly
- (o) Lunchroom: Wipe all table tops, counters, outside of stove, refrigerator & microwaves with disinfectant and wipe free of all water with a dry cloth; clean and polish sink.
- (p) Lunchroom Supplies: Check and replace, as needed, all lunchroom supplies, including paper towels, soap and trash can liners (supplies to be furnished by City).
- (q) Security: Insure that exterior doors are properly secured upon leaving; immediately notify the Police Department if a door cannot be secured, or if another security problem is noted.
- (r) Repairs: Notify the Facilities Manager of any needed repairs (such as leaks, broken fixtures, loose floor tiles, loose hand railings, electrical shorts, or any condition that could be destructive to the building or hazardous to the occupant. Contractor shall notify the Facilities Manager when supplies need to be restocked.
- (s) Wall Clocks: Check time and set, if needed.
- (t) Storage Rooms: Storage rooms and rooms marked as Mechanical Rooms are not covered by the contract.

**{B} Service to be performed at least once per week [i.e., weekly]**

- (a) Walls: Check and spot clean, as required.



- (b) Restroom Stall [Walls and Partitions]: Clean with disinfectant detergent and wipe dry.
- (c) Furniture: Dust all exposed horizontal furniture surfaces with a chemically treated dust cloth or duster; clean glass furniture surfaces.
- (d) Window Sills, Ledges, Railings, Modular Furniture Dividers and etc.: Clean all horizontal architectural features within seven feet of the floor to remove dust, prints and soil.
- (e) Stairwells: Sweep and mop landings.

**{C} Service to be performed at least once per month [i.e., monthly]**

- (a) Floors: Wet mop all resilient, terrazzo and wood floors.
- (b) Venetian Blinds: Dust with chemically treated cloth.
- (c) Upholstered Furniture: Vacuum using upholstery attachment.

**{D} Service to be performed at least every three months [i.e., quarterly]**

Heating and Cooling Grills, Returns and Radiators: Dust with chemically treated cloth and wash.

**{E} Service to be performed at least once every twelve months [i.e., annually]**

Light Fixtures: Clean, including reflectors, lights and lens.

3. **Description of Facilities.**

(a) **Halyburton Park Events Center – 4099 S. 17<sup>th</sup> Street.** Single space architecturally designed building. The building has two (2) entrances via double doors located at front and back of building. Building is multi-purpose usage (nature center, recreation programs, and meetings) and is rented out to the general public for events. Staff is on-site when facility is being used. The floor composite is hardwood floor and tile. The main area is 980 sq. ft. of wood floor covering. There is a kitchen area with appliances, sink, prep counter-space, etc. Two (2) bathrooms with single fixtures are in this area. Two (2) other bathrooms off main entrance have multiple fixtures. Floor is ceramic tile in this area. Each bathroom is approximately 120/140 sq. ft. Entranceway flooring is slate tile. The reception area has counter, bookcases, shelving, etc. All these are glass enclosed with natural/cultural history items and items for sale. There are Sixteen (16) first-story windows which will need to be maintained.

(b) **Fit for Fun- 302 S. 10<sup>th</sup> Street** This is a 4000 square foot parent-child activity center for children birth to five years of age. The center is open Monday through Saturday from 9am-4pm. The center includes office space; a lobby area; a large activity room; a snack room; a kitchen; an art room; and youth and adult restrooms for males and females.

(c) **Boxing and Fitness Center – 302 S. 10<sup>th</sup> Street** Located at Robert Strange Park, this is a physical fitness center that provides opportunities for individuals to enjoy many of the same activities and equipment found at local health clubs. The center has an office, three activity rooms, lockers, showers and restroom facilities for males and females.

(d) **Martin Luther King Center – 401 S. 8<sup>th</sup> Street** This is a full service community center with a gymnasium, large and small meeting rooms, a game room, vending machine area and kitchen. The Center will be available for cleaning after 9 pm Monday-Friday.

(e) **Maides Park Center – 1101 Manley Ave** This is a full service community center with large and small meeting rooms, game room, computer lab, and a kitchen area. The center is available for cleaning after 7pm Monday-Friday.

4. Contractor Submissions and Payment.

(a) The CONTRACTOR shall submit invoices to the City monthly.

(b) Payments shall be made by the city within 30 days after receipt of an approved invoice.

5. Schedule For Performance.

(a) General. Services shall be performed on a schedule provided monthly by Center Directors. Any modification or deviation of schedules will require prior approval of the Center Director.

(b) Frequency of service for each facility.

{i} Halyburton Park Events Center – This building will require a cleaning **one time per month** and a per event cleaning as indicated on the monthly schedule. Bids shall be for a monthly cleaning fee and a separate per event clean up fee.

{ii} Fit for Fun Center – Services shall be performed daily (Monday-Friday), **five days per week**. The Center closes at 9pm. In addition to daily afternoon cleaning the center will need the tile floor stripped and waxed annually; a scrub and re-coat annually; and quarterly machine scrub for the green rubberized floor. The center also hosts monthly (generally Friday mid-month) special events at which time lunch time cleaning (12-1pm) , in addition to afternoon cleaning is requested. This cleaning should include wiping surfaces, mopping the tile areas as needed and the cleaning of the restrooms

{iii} Boxing and Fitness Center – Service shall be daily, **five days per week** (Monday-Friday) after normal business hours. The Fitness center closes at 8pm Monday-Wednesday and 7 pm on Thursday and Friday.

{iv} Martin Luther King Center – Service shall be daily, **five days per week** (Monday-Friday) after normal business hours. The MLK Center closes at 9pm. Sweep gym floor daily. Floors are to be stripped and waxed once per year and a recoat done twice a year.

{v} Maides Park Center – Service shall be daily, **five days per week** (Monday-Friday) after normal business hours. The Center closes at **9pm**.

(c) Services described in Item 2 above as “{B} Weekly, {C} Monthly, {D} Quarterly, and {E} Annually” shall be provided **on a regularly scheduled service day mutually agreeable to both parties**.

6. Term of Contract.

(a) The initial term of this contract shall extend from the date of award through June 30, 2014

(b) This contract may be extended for three (3) additional years in one-year increments with the mutual consent of both parties.

7. Supplies, Materials And Equipment

(a) The City will provide trash can liners and supplies for restrooms, including toilet tissue, paper towels, soap, and deodorizer.

(b) The Contractor will provide all other cleaning supplies and equipment,

(c) The Contractor shall not use any products which are unsuitable for the purpose used, or harmful to the surfaces to which applied, nearby surfaces, or occupants of the building. Recycled materials will be used when feasible. Cleaning products used shall be chosen with consideration for using the product, which accomplishes the job with the least environmental damage.

(d) The Contractor shall submit, along with the proposal, a list of products, which are to be used. The Contractor shall furnish a sample of any product that is identified by the Facilities Manager to be tested. Contractor shall furnish MSDS for all chemicals used and stored.

8. Storage Spaces

(a) The Facilities Manager will designate space to be used by the Contractor for storage of materials and equipment. The City will not be responsible in any way for damage that may occur by fire, theft, accident or otherwise to the Contractor's stored supplies, materials or equipment.

(b) The Contractor shall not store combustible supplies near possible sources of ignition. The Contractor shall consider contaminated buckets, mops, cloths, brushes, etc. potentially subject to spontaneous heating and shall not store such items in buildings.

9. Building Security

(a) While servicing the building during other than regular office hours, the Contractor shall keep exterior doors locked and insure that the building is secured upon leaving.

(b) If an exterior door cannot be secured, or if another security problem is noted, the Facilities Manager will be immediately notified.

10. Employee's Visitors

The Contractor's employees shall not receive any visitors in the building.

11. Identification of Contractor's Employees

All employees used by the Contractor shall at minimum wear clothing displaying an identifying decal of the Contractor's company and name tag when working in City facilities.

12. Honesty and Integrity of Contractor's Employees

All employees of the Contractor shall be checked out by the Contractor as to their honesty and integrity and shall have good recommendations.

13. Found Property

The Contractor's employees shall be instructed to turn in to his/her supervisor at the earliest possible moment anything of value found on the floor or on the premises of the buildings served. The Contractor shall immediately turn such property over to the Facilities Manager stating where it was found.

14. Internal Office Care

In the process of cleaning, care shall be exercised in the protection of furniture and equipment. Nothing shall be removed from the tops of desks, or shifted around for cleaning. No papers should be thrown away unless they are in the trash can.

15. Protection and Damage

(a) The Contractor shall be responsible for exercising proper care in the performance of this contract and shall, without additional expense to the City, be responsible for all damage to persons or property that occurs as a result of the Contractor's fault or negligence in connection with the execution of the work.

(b) It will be the responsibility of the Contractor to repair or replace any property broken or damaged as a result of the Contractor's operations or the actions of the Contractor's agent or employees.

(c) The Contractor shall be responsible for anything taken from the buildings by his employees. In the event such occurs and theft is proven, the Contractor shall be fully responsible and such losses shall be withheld from the Contractor's monthly check until same has been satisfied. The employee that was involved in such a loss will not be permitted to continue working in City buildings.

16. Disputes

Except as otherwise provided in this contract, any dispute concerning a fact arising under this contract which is not disposed of shall be decided after hearing by the Purchasing Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of the Purchasing Manager shall be final and binding.

17. Subcontracting.

As provided by this Agreement, no subcontracting will be allowed under this contract without prior approval of the City. Any subcontracting services, companies, sites, vendors or any other proposed subcontracting shall be specifically identified in the bid submittal.

18. Release and Indemnity.

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part

of the CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR'S responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

19. Personnel.

It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

20. Conflict of Interest.

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

21. Non-Waiver of Rights.

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

22. Suspension or Termination of Agreement.

(a) In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S errors, omissions or negligent acts, the CONTRACTOR shall be in breach of this agreement and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

(b) The CITY shall also have the right to suspend this agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY the CONTRACTOR remains in violation of this agreement at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this agreement whereupon all obligations of the CITY to the CONTRACTOR shall cease.

(c) In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (CONTRACTOR shall be paid for all reimbursables, as defined herein, which are due him.)

(d) The City and the Contractor shall have the right to terminate this contract without cause upon 30 days notice to the other party.

(e) Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

23. Assignment of Agreement.

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

24. Insurance Requirements.

(a) The amount of insurance to be provided for all coverages listed under this section shall be not less than \$1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from CONTRACTOR'S performance of work under this contract. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of work performed under this contract by a subcontractor which liability is not covered by the subcontractor's insurance.

(b) The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

(c) The CONTRACTOR shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, including coverage for INDEPENDENT CONTRACTOR OPERATIONS, CONTRACTUAL LIABILITY assumed under the provisions of this contract, PRODUCTS/COMPLETED OPERATIONS LIABILITY and BROAD FORM PROPERTY DAMAGE LIABILITY insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The CITY shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000, Combined Single Limits, applicable to claims due to bodily injury and/or property damage arising from an occurrence.

(d) The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles.

(e) The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. The insurance carrier or its agent shall also certify on these documents that it will notify the CITY by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

25. Findings Confidential.

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.

26. Entire Agreement.

This agreement constitutes the entire understanding of the parties.

27. Binding Effect.

This agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

28. Continuing Obligation.

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

29. Reference.

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

30. Interpretation.

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

31. Minority Business Enterprise (MBE).

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

(a) Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.

(b) Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

(c) Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.

(d) Provide technical assistance as needed.

(e) Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

(f) The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

(g) A minority business enterprise is defined as a business, with at least fifty one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

(h) A Woman Business Enterprise is a business with at least fifty one (51%) percent owned and controlled by women who exercise actual day-to-day management.

(i) The CONTRACTOR shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

32. Immunity Not Waived.

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

33. Saving Clause.

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.



34. Other Laws and Regulations.

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environment and Natural Resources, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

35. Amendments.

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

36. Non-Discrimination.

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

37. Non-Appropriations Clause.

(a) Contractor acknowledges that the City of Wilmington is a government entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

(b) In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this contract, then this contract(s) shall automatically expire without penalty to the City thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds.

(c) It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

(d) In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the City upon written notice to Contractor of such limitation or change in the City's legal authority.

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf.

CITY OF WILMINGTON, NORTH CAROLINA

BY: \_\_\_\_\_  
Sterling B. Cheatham, City Manager

WITNESS:

\_\_\_\_\_  
Daryle L. Parker, Purchasing Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
William E. Wolak, Interim City Attorney

#### FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been preaudited in the manner required by the Local Government  
Budget and Fiscal Control Act.

\_\_\_\_\_  
Debra H. Mack, CLGFO  
Finance Director

Date: \_\_\_\_\_

Project No. \_\_\_\_\_

Account No. \_\_\_\_\_

Amount of Contract \$ \_\_\_\_\_

Requisition/PO Number \_\_\_\_\_

Federal ID Number: 56-6000239

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
President/Vice President

ATTEST:

\_\_\_\_\_  
Secretary, Assistant Secretary, Trust Officer

(CORPORATE SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, certify that the corporation's Secretary, Assis. Secretary or Trust Officer, Mr./Mrs./Ms. \_\_\_\_\_, personally came before me this day and acknowledged that he (she) is the \_\_\_\_\_ of \_\_\_\_\_ a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. \_\_\_\_\_ sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary, or Trust Officer.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

My Commission Expires: \_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Seal)

**Insurance Certificates**  
**[Staple required Certificates of Insurance here]**

**PROPOSAL**  
**BID for JANITORIAL SERVICES – RECREATION CENTERS RFP S12-0712**

**This part provides you with the information and forms you need to submit your bid. This Part will be integrated into the final contract upon award.**

1. Certification.

You must sign on Page P-5 to attest to the Affidavit of Non-Collusion on Page P-4 and have it notarized on Page P-6 in order for the bid to be considered.

2. Award.

(a) Award shall be made to the lowest responsible bidder taking into consideration quality, experience, capacity and references.

(b) A committee will review the proposals and select the firm whose offer represents the best value to the City in terms of cost and quality.

(c) The CITY reserves the right to award this contract in its best interest.

3. Offer. My company will perform the services required by this solicitation at:

Halyburton Park for \_\_\_\_\_ per month X 12 months = \$ \_\_\_\_\_  
4099 S. 17th Street (Total for 12 months)

SEPARATE: Per Event Clean Up \$ \_\_\_\_\_

Fit For Fun Center for \_\_\_\_\_ per month X 12 months = \$ \_\_\_\_\_  
302 S. 10th Street (Total for 12 months)

Boxing & Fitness Center for \_\_\_\_\_ per month X 12 months = \$ \_\_\_\_\_  
302 S. 10th Street (Total for 12 months)

Martin Luther King Center for \_\_\_\_\_ per month X 12 months = \$ \_\_\_\_\_  
401 S 8th Street (Total for 12 months)

Maides Park Center for \_\_\_\_\_ per month X 12 months = \$ \_\_\_\_\_  
1101 Manley Avenue (Total for 12 month)

**Total Monthly Charge for JANITORIAL SERVICES for RECREATION CENTERS**

**Total** \_\_\_\_\_ per month X 12 months = \$ \_\_\_\_\_  
(Total for 12 months)

4. Company Information.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

5. Bidder's company is a ?

Corporation \_\_\_\_\_

Partnership/Proprietorship \_\_\_\_\_

Limited Liability Company \_\_\_\_\_

6. If legal name is different from above, please show in full: \_\_\_\_\_

7. What state is bidder's company organized in? \_\_\_\_\_

8. Employer or Taxpayer I.D. No. \_\_\_\_\_

9. Company has an Affirmative Action Plan      Yes \_\_\_\_\_      No \_\_\_\_\_

10. Plan is in writing      Yes \_\_\_\_\_      No \_\_\_\_\_

11. Has your company ever been required to provide an Employee Dishonesty Bond?  
Yes \_\_\_\_\_      No \_\_\_\_\_

If yes please provide details on a separate page

12. Has your company or any principal of your company ever been denied a bond of this type?  
Yes \_\_\_\_\_      No \_\_\_\_\_

If yes please provide details on a separate page

13. Can you secure a bond of this type, if it is requested by the City of Wilmington?  
Yes \_\_\_\_\_      No \_\_\_\_\_

14. Is your company a Certified M/WBE company?  
Yes \_\_\_\_\_      No \_\_\_\_\_

15. Subcontracting. Bidder will subcontract all or part of this work?

Yes \_\_\_\_\_

No \_\_\_\_\_

If yes, attach a separate page listing subcontractors which you plan to use in providing this service and reference this item number. List the specific portion of work to be subcontracted, the percentage of the work to be subcontracted and the contact information for the subcontractor.

16. Products. Attach a separate page listing all products which you will use in providing this service and reference this item number. Also attach an MSDS for all chemicals you plan to use and store. You may be requested to furnish a sample of any product that is identified by the City to be tested.

17. Employees. Attach a separate page listing the names, addresses and contact information for employees you plan to use in providing this service and reference this item number. Provide periodic updates to the City to report changes.

18. References. Attach a separate page listing the names, addresses and contact information for establishments you are now servicing and reference this item number.

19. Attach your Certificate of Liability Insurance at Page C-14.

20. The Affidavit on the following page must be signed, attested and notarized.

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF  
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.
2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.
3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.
4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.
5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.
6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.
7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.



This the \_\_\_\_\_ day of \_\_\_\_\_, 2012

COMPANY NAME \_\_\_\_\_

BY: \_\_\_\_\_  
(Owner, Partner, or Corporate President, Vice  
President or Assistant Vice President only)

ATTEST:

\_\_\_\_\_  
(Secretary, Assistant Secretary,  
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, certify that  
(Name)

\_\_\_\_\_ personally came  
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is \_\_\_\_\_  
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

of \_\_\_\_\_, a corporation, and that by authority duly given  
(Name of Corporation)

and as the act of the corporation, the foregoing Affidavit was signed in its name by its

\_\_\_\_\_,  
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

\_\_\_\_\_.  
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)